AGREEMENT

for cooperation between the European Atomic Energy Community and the Government of the
Russian Federation in the field of nuclear safety

THE EUROPEAN ATOMIC ENERGY COMMUNITY,
hereinafter referred to as 'the Community', and
the Government of the RUSSIAN FEDERATION,
both referred to hereinafter as the 'Party' or 'Parties', as appropriate,

RECALLING that the Agreement on partnership and cooperation between the European Communities and their Member States, on the one hand, and the Russian Federation, on the other hand, which entered into force on 1 December 1997, establishes that the Parties shall cooperate in the nuclear sector inter alia through the implementation of two agreements on thermonuclear fusion and on nuclear safety,

RECALLING that the Commission of the European Communities has responsibilities, inter alia, for laying down basic standards for radiation protection, and for ensuring their implementation, and for collecting and monitoring radiation data at Community level,

RECALLING that protection of the environment and cooperating with third parties is of importance,

CONSIDERING that the Commission of the European Communities implements Community research programmes in the field of nuclear safety, including reactor safety, radiation protection, waste management and nuclear plant decommissioning and dismantling, as well as in the field of safeguards for nuclear materials, and intends to develop scientific and technological cooperation with third countries on these subjects with a view to contributing towards internationally accepted nuclear safety principles and guidelines,

CONSIDERING that the Russian Federation makes a considerable effort on the implementation of research and development programmes aimed at improving the safety of existing nuclear power plants and of those being under design to answer accepted up-to-date nuclear safety requirements, as well as at solving problems of radioactive waste management and of nuclear plant decommissioning,

RECALLING that the Russian Federation's regulatory activity for the nuclear sector is intended to ensure the protection of the environment and population in general, as well as the protection of workers, against radiation on the basis of internationally accepted guidelines and principles,

RECOGNIZING that the future contribution of nuclear energy to meet the energy needs of Europe as a whole, with due consideration for diversification, the economy and the environment, also depends on developing satisfactory solutions to the safety related issues aforementioned, as well as on assessing the safety levels of existing nuclear reactors and their necessary upgrading as a consequence,

TAKING INTO ACCOUNT the various forms of coordinated actions on nuclear safety undertaken by the Parties, in particular, under the TACIS programme,

DETERMINED to strengthen their cooperation and to avail themselves of regular consultations in the field of nuclear safety,

HAVE AGREED AS FOLLOWS:

Article 1

Cooperation under this Agreement shall, on the basis of mutual benefit, contribute to the improvement of nuclear safety.

Article 2

Cooperation shall involve the following topics:

(a) Reactor safety research

Review and analysis of safety issues and particularly the impact of reactor safety on nuclear power development; identification of appropriate techniques to improve reactor safety through research and development and evaluation studies on nuclear reactors in operation and planned.

(b) Radiation protection

Research, regulatory aspects, development of safety standards, personnel training and education, particular attention shall be paid to low-dose effects, industrial exposures and post-accident management.

(c) Nuclear waste management

Assessment and optimisation of geological disposal, and scientific aspects of the management of long-lived waste.

(d) Decommissioning, decontamination and dismantling of nuclear installations

Strategies for decommissioning and dismantling nuclear installations, including radiological aspects.

(e) Research and development on accountancy and control of nuclear material

Development and evaluation of nuclear material measurement techniques and characterisation of reference materials for accountancy and control activities and improvement of the systems of accounting for and control of nuclear materials.
Article 3

1. Cooperation in the areas specified in Article 2 of this Agreement shall be implemented in particular through:

— exchange of technical information by means of reports, visits, seminars, technical meetings, etc.,
— exchange of personnel between laboratories and/or bodies, including for training purposes,
— exchange of samples, materials, instruments and apparatus for experimental purposes,
— balanced participation in joint studies and activities.

2. To the extent necessary, implementing arrangements to set out scope, terms and conditions to implement specific cooperation activities, may be entered into by the Parties and/or by bodies which either Party may eventually entrust with the aforementioned activities.

Such implementing arrangements may, inter alia, cover financing provisions, assignment of management responsibilities and detailed provisions on dissemination of information and intellectual property rights.

The executive agent for the Russian Party for implementing this Agreement shall be the Ministry of the Russian Federation for Atomic Energy.

3. In order to minimise duplication of efforts, the Parties shall coordinate their activities under this Agreement with other international activities related to nuclear safety in which they are participants.

Article 4

1. The activities under this Agreement shall be subject to the availability of appropriated funds in each of the Parties.

2. All costs resulting from cooperation shall be borne by the Party that incurs them.

3. The financing of industrial activities is excluded under this Agreement.

Article 5

1. This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Atomic Energy Community is applied and under the conditions laid down in this Treaty and, on the other hand, to the territory of the Russian Federation.

2. Cooperation under this Agreement shall be in accordance with the laws and regulations in force in each of the Parties.

3. Each Party shall use its best endeavours, within the framework of its laws and regulations applicable, to facilitate the accomplishment of formalities involved in the movement of persons, the transfer of materials and equipment and the transfer of currency required to conduct the cooperation.

4. Compensation for damages incurred during the implementation of this Agreement shall be made in accordance with the laws and regulations applicable in each of the Parties.

Article 6

Treatment of information, industrial property and copyright resulting from the cooperation activities under this Agreement shall be in accordance with Annexes I, II and III, which form an integral part of this Agreement.

Article 7

Subject to their respective laws and regulations, the Parties shall endeavour to settle all questions connected with this Agreement including those related to its application and interpretation through consultations between themselves.

Article 8

1. A coordinating committee consisting of members appointed in equal number by the two Parties shall be established to supervise the implementation of this Agreement.

2. The coordinating committee shall meet each year, alternately in the Community and in the Russian Federation, for regular sessions in order to:

— review and assess the state of cooperation under this Agreement and prepare annual reports thereon,
— determine by mutual agreement the specific tasks to be undertaken under this Agreement.

3. If mutually agreeable, extraordinary sessions of the Coordinating Committee may be held for dealing with particular topics, or in particular circumstances.

Article 9

1. This Agreement shall enter into force on the date on which the Parties have notified each other in writing that their respective internal procedures necessary for its entry into force have been completed. It shall remain in force for an initial period of 10 years.

2. Thereafter, this Agreement shall be automatically renewed for five-year periods, unless either Party, by written notice, requests its termination or renegotiation not later than six months prior to the expiry date.

3. In the event of termination or renegotiation of this Agreement, the provisions thereof shall remain valid, in its previous form with respect to cooperation activities effectively entered into prior to the request for termination or renegotiation, until the end of such activities and relative implementing arrangements or for one calendar year after the expiry of this Agreement in its previous form, whichever is the earlier.

4. Termination of this Agreement shall not affect rights and obligations of the Parties under Article 6 of this Agreement.
Done at Brussels on the third day of October in the year two thousand and one in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Russian, Spanish and Swedish languages, each text being equally authentic.

For the European Atomic Energy Community
Philipe BUSQUIN

For the Government of the Russian Federation
Alexander RUMYANTSEV
ANNEX I

Guiding principles on the allocation of intellectual property rights resulting from joint research activities under the Agreement for Cooperation in the field of nuclear safety

I. OWNERSHIP, ALLOCATION AND EXERCISE OF RIGHTS

1. This Annex shall apply to joint research activities under this Agreement except as otherwise agreed by the Parties. The participants shall jointly develop technology management plans (TMPs) in respect of the ownership and use, including publication, of information and intellectual property, hereinafter referred to as results of intellectual activities (RIA), to be created in the course of joint research. The TMPs shall be approved by the Parties before the conclusion of any specific R & D cooperation contracts to which they refer. The TMPs shall be developed taking into account the aims of the joint research, the relative contributions of the participants, peculiarities of licensing by territory or for a specific field of use, requirements imposed by laws applicable and other factors deemed appropriate by the participants. The rights and obligations concerning the research generated by visiting researchers under this Agreement in respect of RIA shall also be addressed in the joint TMPs.

2. RIA created in the course of joint research and not addressed in the TMP shall be allocated, with the approval of the Parties, according to the principles set out in the TMP. In case of disagreement, such RIA shall be owned jointly by all the participants involved in the joint research from which the RIA results. Each participant to whom this provision applies shall have the right to use such RIA for his own commercial exploitation with no geographical limitation.

3. Each Party shall ensure that the other Party and its participants shall have the rights to RIA allocated to them in accordance with these principles.

4. While maintaining the conditions of competition in areas affected by this Agreement each Party shall endeavour to ensure that rights acquired pursuant to this Agreement and arrangements made under it are exercised in such a way as to encourage in particular:
   (i) the dissemination and use of information created, disclosed legally, or otherwise legally made available, under the Agreement;
   (ii) the adoption and implementation of international technical standards.

II. COPYRIGHT WORKS

1. Copyright belonging to the Parties or to their participants shall be accorded treatment consistent with the Berne Convention for the protection of literary and artistic work (Paris Act 1971).

2. Without prejudice to section III of this Annex, unless otherwise agreed in the TMP, publication of results of research shall be made jointly by the Parties or participants to that joint research. Subject to the foregoing general rule, the following procedures shall apply:
   (a) in the case of publication by a Party or its other participants, of scientific and technical journals, articles, reports, books, including video and software, of the results arising from joint research pursuant to this Agreement, the other Party or its other participants shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free licence to translate, reproduce, adapt, transmit and publicly distribute such works;
   (b) the Parties shall ensure that literary works of a scientific character arising from joint research pursuant to this Agreement and published by independent publishers shall be disseminated as widely as possible;
   (c) all copies of a copyright work to be publicly distributed and prepared under the provisions of this Agreement shall indicate the names or pseudonyms of the author(s) of the work unless an author or authors expressly declines or decline to be named. The copies shall also bear a clearly visible acknowledgment of the cooperative support of the Parties and/or their representatives and/or organisations.

III. UNDISCLOSED INFORMATION

1. Documentary undisclosed information
   (a) Each Party or its participants, as appropriate, shall identify at the earliest possible moment and preferably in the TMP, the information that it wishes to remain undisclosed in relation to this Agreement, taking account, inter alia, of the following criteria:
      — secrecy of the information in the sense that the information is not, as a body or in the precise configuration or assembly of its components, generally known among or readily accessible by lawful means to experts in the field,
      — the actual or potential commercial value of the information by virtue of its secrecy for the third party,
      — previous protection of the information in the sense that it has been subject to steps that were reasonable under the circumstances by the person lawfully in control, to maintain its secrecy,
the Parties and their participants may, in certain cases, agree, that, unless otherwise indicated, parts of or all the information provided, exchanged or created in the course of joint research pursuant to the Agreement shall not be disclosed:

(b) each Party shall ensure that undisclosed information under this Agreement and its ensuing privileged nature is readily recognisable as such by the other Party, for example by means of an appropriate marking or restrictive legend. This also applies to any reproduction of the said information, in whole or in part;

a Party receiving undisclosed information pursuant to this Agreement shall respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner without restriction to experts in the field;

(c) undisclosed information communicated under this Agreement may be disseminated by the receiving Party to persons within or employed by the receiving Party, and other concerned departments or agencies in the receiving Party authorised for the specific purposes of the joint research under way, provided that any undisclosed information so disseminated shall be pursuant to a specific agreement on confidentiality and shall be readily recognisable as such, as set out above;

(d) with the prior written consent of the Party providing undisclosed information under this Agreement, the receiving Party may disseminate such undisclosed information more widely than otherwise permitted in paragraph (c). The Parties shall cooperate in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its domestic policies, regulations and laws.

2. Non-documentary undisclosed information

Non-documentary undisclosed or other confidential or privileged information provided in seminars and other meetings arranged under this Agreement, or information arising from the attachment of staff, use of facilities, or joint projects, shall be treated by the Parties or their participants according to the principles specified for documentary information in this Annex, provided, however, that the recipient of such undisclosed or other confidential or privileged information has been made aware of the confidential character of the information communicated at the time such communication is made.

3. Control

Each Party shall endeavour to ensure that undisclosed information received by it under this Agreement shall be controlled as provided therein. If one of the Parties becomes aware that it will be, or may reasonably be, expected to become unable to meet the non-dissemination provisions of paragraphs 1 and 2, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

———
ANNEX II

Definitions

1. INTELLECTUAL PROPERTY: shall have the meaning found in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm on 14 July 1967.

2. PARTICIPANT: any natural or legal person, including the Parties themselves, participating in a projet under this Agreement.

3. JOINT RESEARCH: research implemented and/or funded by the joint contributions of the Parties and with collaboration from participants of both Parties, where appropriate.

4. INFORMATION: scientific or technical data, results or methods of research and development stemming from the joint research and any other information deemed necessary by the Parties and/or participants engaged in the joint research to be provided or exchanged under this Agreement or research pursuant thereto.

5. RESULTS OF INTELLECTUAL ACTIVITY: information and/or intellectual property.

ANNEX III

Indicative features of a technology management plan (TMP)

The TMP is a specific agreement to be concluded between the participants, about the implementation of joint research and the respective rights and obligations of the participants. With respect to RIA, the TMP will normally address, inter alia: ownership, protection, user rights for R & D purposes, exploitation and dissemination, including arrangements for joint publication, the rights and obligations of visiting researchers and dispute settlement procedures. The TMP may also address foreground and background information, licensing and deliverables.